

**IN THE UNITED STATES BANKRUPTCY COURT  
District of Puerto Rico**

**In the Matter of:  
RUBEN DARIO TORRES DE JESUS**

Debtor(s)

Case No. **08-05933 SEK**

Chapter 13

**MOTION TO AMEND PLAN AND  
SCHEDULES I & J**

**TO THE HONORABLE COURT:**

The undersigned, attorney for the above-named debtors, notifies the Court as follows,

1. Debtor filed his petition on September 9, 2008 and notified his intention to surrender his interest in the vehicle he owns and is financed by Banco Bilbao Vizcaya.
2. After a couple of months debtor realized that he needed the car for transportation to his medical appointments and other personal needs. Therefore, he requested from the undersigned to amend the confirmed plan in order to keep the car including the payments.
3. A Post Confirmation Modification of Plan was filed dated June 30, 2009. It was opposed by BBVA under allegations that no adequate protection was given to his claim. Another opposition was filed by the trustee because debtor had inadvertently proposed to pay Coop A/C de Vega Alta which is a claim with co-debtor, while no provision was made on behalf of Banco Popular in similar circumstance, creating an unfair discrimination.
4. The amended plan dated June 30, 2009 contains three steps and debtor was supposed to start paying \$590.00 in month number 9. He did not so because apparently misunderstood our instructions and had the idea that the increase started after the plan was confirmed. Therefore, the steps in the plan payments have been modified to prevent accumulation of arrears.
5. We have amended Schedule I and J to update debtor income received from Social Security that increased from \$933.00 to \$962.00 since the filing of petition. Schedule J was amended because debtor lives in his son's house and was helping modestly with some expenses. His son has agreed that debtor uses all his income for his bankruptcy case and personal expenses. These expenses have also been reviewed in order to make the appropriate adjustment to pay the plan. Changes made are not unreasonable and do not change meaningfully those disclosed in the initial Schedule J.
6. Plan has been amended to include Banco Popular in the 'Pay Ahead' provision in order to avoid discrimination and Banco Bilbao Vizcaya has been offered an adequate protection of \$1,200.00 for the twelve months elapsed since the filing of the case.

7. With the amended Plan after confirmation dated September 21, 2009 we believe that all the issues are properly taken care of. We have handed in to debtor a schedule of payments (attached to this motion) for guidance in his monthly payments and to avoid further confusion.
8. Maturity date for loan with BBVA is December 1, 2011. Because the completion of the bankruptcy case is August 14, 2013, approximately 14 months are needed for insurance. At the rate of \$49.00 per month calculated by Triple S Property, we estimate that the total premium will be \$1,029.00.
9. Finally, after paying secured claim and administrative expenses debtor expects that approximately \$8, 239.00 will be available to pay ahead unsecured claims with co-debtor.

**WHEREFORE**, we respectfully request from this Honorable Court to take notice of the informed above and confirm Post Confirmation Amended Plan dated September 21, 2009. **Debtors also request the denial of motion opposing confirmation of Plan filed by the Trustee. BBVA withdraw his motion for dismissal.**

**I HEREBY CERTIFY**, that a copy of this motion has been filed electronically with the Clerk of the Court which will send notification using the CM/ECF to the trustee, creditor BBVA, and all other participants.

In Vega Baja, Puerto Rico, on this September 23, 2009.

/s/ Juan O. Calderon Lithgow  
**JUAN O. CALDERON LITHGOW**  
ATTORNEY FOR DEBTOR, 205607  
APARTADO 1710  
VEGA BAJA, PR 00694-1710  
TEL.: 858-5476

	Nombre del deudor:	RUBEN DARIO TORRES DE JESUS BK 08-05933 SEK		
	Número de caso:	BK 08-05933 SEK		
HISTORIAL DE PAGO DEL CLIENTE DE QUIEBRA				
(Es su obligación mantener la evidencia de todos los pagos hechos)				
(Si no conserva la evidencia y su pago se extravía es posible que tenga que pagar de nuevo)				
	Este caso fue radicado el 9 de Septiembre de 2008			
	Periodo de pago	Número de Cheque	Fecha del cheque de pago	Cantidad del pago
1	9-Oct-08			\$200.00
2	9-Nov-08			\$250.00
3	9-Dec-08			\$250.00
4	9-Jan-09			\$250.00
5	9-Feb-09			\$250.00
6	9-Mar-09			\$250.00
7	9-Apr-09			\$250.00
8	9-May-09			\$250.00
9	9-Jun-09			\$250.00
10	9-Jul-09			\$250.00
11	9-Aug-09			\$250.00
12	9-Sep-09			\$250.00
13	9-Oct-09			\$590.00
14	9-Nov-09			\$590.00
15	9-Dec-09			\$590.00
16	9-Jan-10			\$590.00
17	9-Feb-10			\$590.00
18	9-Mar-10			\$590.00
19	9-Apr-10			\$590.00
20	9-May-10			\$590.00
21	9-Jun-10			\$590.00
22	9-Jul-10			\$590.00
23	9-Aug-10			\$590.00
24	9-Sep-10			\$590.00
25	9-Oct-10			\$590.00
26	9-Nov-10			\$590.00
27	9-Dec-10			\$590.00
28	9-Jan-11			\$590.00
29	9-Feb-11			\$590.00
30	9-Mar-11			\$590.00
31	9-Apr-11			\$590.00
32	9-May-11			\$590.00
33	9-Jun-11			\$590.00
34	9-Jul-11			\$590.00
35	9-Aug-11			\$590.00
36	9-Sep-11			\$590.00
37	9-Oct-11			\$590.00
38	9-Nov-11			\$590.00
39	9-Dec-11			\$590.00
40	9-Jan-12			\$590.00
41	9-Feb-12			\$590.00
42	9-Mar-12			\$590.00

43	9-Apr-12			\$590.00
44	9-May-12			\$590.00
45	9-Jun-12			\$590.00
46	9-Jul-12			\$590.00
47	9-Aug-12			\$590.00
48	9-Sep-12			\$590.00
49	9-Oct-12			\$590.00
50	9-Nov-12			\$590.00
51	9-Dec-12			\$590.00
52	9-Jan-13			\$590.00
53	9-Feb-13			\$590.00
54	9-Mar-13			\$590.00
55	9-Apr-13			\$590.00
56	9-May-13			\$590.00
57	9-Jun-13			\$590.00
58	9-Jul-13			\$590.00
59	9-Aug-13			\$590.00
60	9-Sep-13			\$590.00
			Lump Sum	
			Lump Sum	
			Lump Sum	
			Total de pagos	\$31,270.00

Propósito del Pago:

Nombre de persona o agencia que lo recibe